

## **MEMORANDUM OF UNDERSTANDING** **(Family History Centers in Correctional Facilities)**

This Memorandum of Understanding ("MOU"), effective as of the last date of the signatures below ("Effective Date"), is between \_\_\_\_\_ Summit County \_\_\_\_\_ (the "Agency"), located at \_\_\_\_\_ 6300 Justice Center Road, Park City, Utah \_\_\_\_\_ and FamilySearch International ("FamilySearch"), a Utah nonprofit corporation affiliated with The Church of Jesus Christ of Latter-day Saints, located at 50 East North Temple Street, Salt Lake City, Utah 84150. Agency and FamilySearch are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

### **RECITALS**

- A. Agency operates the Summit County Jail correctional facility, located at 3600 Justice Center Road, Park City, Utah (the "Correctional Facility").
- B. Rehabilitation programs are essential to the Correctional Facility's mission of guiding offenders to become law abiding citizens. Programs that help offenders index genealogical records and/or conduct personal family history research are believed to promote rehabilitation.
- C. FamilySearch has acquired millions of genealogical records and operates an extensive family history library system (including the website [www.FamilySearch.org](http://www.FamilySearch.org)) in order to make the world's genealogical information easily and freely available to as many people as possible.
- D. FamilySearch is willing to provide to the Agency, without charge, certain equipment, data access, consulting services, training, and other resources, as described on Exhibit A attached hereto, for the Agency to establish and operate a family history research center for inmates in the Correctional Facility (the "Family History Center").

Wherefore, the Parties agree as follows, intending to be bound:

#### **1. FAMILYSEARCH'S RESPONSIBILITIES**

- a. FamilySearch Assistance. FamilySearch will provide without charge, or will co-fund the acquisition of, equipment, hardware, software, and other items to be used in the Family History Center, as set forth on Exhibit A attached hereto. In connection with this donation, FamilySearch will also consult the Agency on how to establish the Family History Center and make available a reasonable number of volunteers to assist in the operation of the Family History Center, as requested by the Agency and as set forth in Exhibit A.
- b. Software and Genealogical Records; Technical Support. FamilySearch will provide users of the Family History Center who are authorized by the Agency with reasonable access to FamilySearch's proprietary indexing software and, to the extent approved by the Agency, to certain genealogical records. FamilySearch grants to Agency and to users of the Family History Center a non-exclusive, non-sublicenseable, nontransferable, royalty free, limited license to use the indexing software and the genealogical records made available by FamilySearch, for the sole purpose of allowing users to index genealogical records and to conduct genealogical research. FamilySearch will provide reasonable technical support (including performing necessary updates to FamilySearch's software) for any software that it provides.
- c. License to Use Name and Trademarks. FamilySearch grants to the Agency a non-exclusive, non-sublicenseable, nontransferable, royalty free, limited license to use the FamilySearch name and trademarks in connection with the operation of the Family History Center.

#### **2. AGENCY'S RESPONSIBILITIES**

- a. Family History Center. The Agency will provide a suitable location within the Correctional facility for the Family History Center. If that location is to be used for any activities in addition to family history indexing and genealogical research, then the Agency will store all FamilySearch-supplied equipment in secure cabinets when not in use. The Agency will provide a secure internet connection to enable indexing and approved genealogical research. Except as otherwise set forth on Exhibit A, the Agency will not install, and will not allow to be installed, additional software on computers provided by FamilySearch without FamilySearch's written consent. FamilySearch is in no way responsible for keeping such additional software updated or secure.
- b. Agency Control. The Agency is solely responsible for operating and maintaining the Family History Center, including but not limited to determining which inmates may use the Family History Center, under what circumstances, and to what extent; the hours of operation; the degree of supervision for users; the access criteria for volunteers; all physical and digital security controls not pertaining to FamilySearch's software; the extent of genealogical research that inmates may conduct at the Family History Center; and the means and methods by which FamilySearch may connect remotely to the Family History Center to update FamilySearch-provided software. For clarity, and notwithstanding the above, the Agency is solely responsible for conducting any needed background checks and

otherwise screening all volunteers who may assist in the Family History Center; the Family History Center will be open to inmates and volunteers on the same terms, conditions, and considerations that apply to similar rehabilitative programs sponsored or operated by the Agency; appropriate security personnel will be present whenever the Family History Center is in use; the Agency will have custody of, and responsibility over, the inmates at all times; and inmates may not be left alone in the Family History Center with volunteers. Security personnel will assist in monitoring inmates' use of Family History Center equipment. Neither party shall be liable for any loss or damage caused, directly or indirectly, by the negligence of the other Party or by the other Party's failure to perform under this MOU, including but not limited to any loss or damage caused by inmates.

c. System Security. The Agency has conducted, and will continue to conduct on an ongoing basis, whatever tests and procedures are necessary or appropriate to assure that the Family History Center, together with the equipment, internet access, and all related systems, are secure and in compliance with all laws and regulation, including internal Agency rules and regulations.

d. VPN. The Agency will allow FamilySearch to establish a virtual private network giving FamilySearch the ability to remotely perform necessary updates to computers in the Family History Center.

e. Forensic Analysis. In the event of an abuse or misuse of the Family History Center equipment, software, computers, or internet connection, the Agency will have full access to servers and other equipment in the Family History Center to conduct, at its sole cost and expense, whatever forensic analysis it deems necessary as part of its investigation. FamilySearch will cooperate with any investigation, but will not be required to conduct the forensic analysis or investigation. In the event that FamilySearch conducts such an analysis or investigation, it will share its findings and any other relevant information with the Agency unless such analysis or investigation is privileged.

### 3. GENERAL TERMS

a. Authorization and Compliance with Laws. Each Party represents and warrants that the person signing this MOU on its behalf is so authorized, that the Party has authority to carry it out, and that such execution and performance do not conflict with any laws, regulations, or any other agreements to which the Party is bound. Neither Party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise.

b. Security Breach or Misuse. In the event of a security breach or misuse of the Family History Center, each Party will notify the other as soon as reasonably practicable, unless notification by the Agency would undermine security or the status of an investigation. The Parties will collaborate and work together on necessary changes and updates to address future issues, including potential liability, internet, and data security issues.

c. Intellectual Property. FamilySearch and its licensors, vendors, agents, and/or content providers retain ownership of all intellectual property rights of any kind related to the Family History Center. FamilySearch reserves all rights that are not expressly granted to the Agency under this MOU or by law.

d. Disclaimer of Warranties. Any access and assistance provided by FamilySearch in connection with the Family History Center are provided "as is" and "as available," without warranty of any kind. Without limiting the foregoing, FamilySearch expressly disclaims all warranties, whether express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. FamilySearch does not represent or warrant that the Family History Center will meet any requirements or satisfy any objectives of the Agency. Neither party shall be liable for any loss or damage caused, directly or indirectly, by the negligence of the other Party or by the other Party's failure to perform under this MOU, including but not limited to any loss resulting from inmates' access to the internet, or inmates' downloading and/or use of any files, information, content or other materials provided or made available by FamilySearch.

e. Term and Termination. This MOU will commence as of the Effective Date and will continue in force for a period of one year, and will automatically renew for successive one-year periods for five consecutive years. This MOU may be terminated by either Party without cause (for convenience), in advance of the specified expiration date, upon thirty (30) days written termination notice to the other Party. The Agency and FamilySearch may terminate this MOU, in whole or in part, at any time, by mutual agreement in writing.

f. Choice of Law and Dispute Resolution. This MOU will be construed and interpreted exclusively according to the laws of the State of Utah, except for its conflicts of law rules. If the Parties cannot amicably resolve a dispute between themselves, then the venue will be the state courts in Salt Lake County, Utah. Notwithstanding any provision to the contrary, if interpretation or performance of this MOU is at issue in a dispute involving diversity or federal questions, the Parties may seek resolution in state or federal court. The Parties consent to such jurisdiction and venue.

g. Entire Agreement; Controlling Language; Notice; Counterparts. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements, and understandings pertaining thereto. No modification of this MOU will be effective unless in writing and signed by both Parties. Any official notice given under the terms of this MOU will be in writing and sent via email with receipt requested or another manner reasonably calculated to

**EXHIBIT A**  
**(Description of FamilySearch Assistance)**

Correctional Facility: Summit County Jail

Effective Date of MOU: JUNE 10, 2019

Equipment, Software and Services that FamilySearch can provide:

- Equipment
  - Hardware
    - Computing equipment
      - □ PC's
      - □ Servers
    - Cabling
    - Peripherals
    - Other devices
  - Software
    - Operating systems
    - Applications
    - Online resources
  - Network
    - Firewall equipment
    - Wireless access points or wired network switch
- Equipment Management
  - FamilySearch will follow all required clearance procedures for equipment entering or exiting the Correctional Facility.
  - All FamilySearch provided equipment remains the property of FamilySearch, to be returned for proper disposal.
  - Connectivity to FamilySearch provided network equipment is restricted to computer equipment provided by FamilySearch.
  - FamilySearch provided equipment should only be used for the purposes designated by the Family History program

Family History Center Operations:

- Family History Center hours of operations will be determined by the Agency in coordination with local FamilySearch volunteers.
- FamilySearch will provide necessary volunteers to assist with operations of the family history center.
- Volunteers may be required by Agency to complete volunteer training in accordance with Agency requirements.

reach the other Party at the address noted above. All notices will be effective upon receipt. This MOU may be executed by electronic signature and in counterparts, all of which shall be considered original and a single document for all purposes.

The Parties signify their acceptance of the foregoing by their signatures below:

## Agency

FamilySearch

Authorized Signature

Name: THOMAS C. FISHER  
Title: COUNTY MANAGER  
Date: 6/10/19

Authorized Signature

Name: Stephen Valentine  
Title: SVP Family Sales  
Date: 5/27/19